

SERIAL 05090 - IGA TELECOMMUNICATION SUPPLIES

US 42374

**CONTRACT PERIOD BEGINNING JUNE 01, 2005
ENDING DECEMBER 31, 2007**

TO: All Departments

FROM: Department of Materials Management



SUBJECT: Contract for **TELECOMMUNICATION SUPPLIES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the US Communities 42374. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s)C590103 {B0700160}

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

TERM CONTRACT AWARD INTERNAL SERVICES DEPARTMENT		NUMBER : 42374 BUYER : YVONNE PARKER BUYER PHONE : (323) 881-5152-0000 T NUMBER : DATE ISSUED : 12/22/04 VENDOR NUMBER : 501079 -01 VENDOR PHONE : (213) 798-9166 REQ AGENCY : 159000 INTERNAL SERVICES DEPARTMENT AGENCY REQ NO. : REQ NO. : 11015688 FISCAL YEAR : 05 EFFECTIVE DATE : 01/01/05 EXPIRATION DATE : 12/31/07
<div style="border: 1px solid black; padding: 10px; width: fit-content;"> GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE INDUSTRY, CA 91789 </div>		
TELECOMMUNICATIONS SUPPLIES		
<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and/or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p>		
 COUNTY OF LOS ANGELES 12/23/04		VENDOR SIGNATURE/DATE

RECENT, EMERGE 1999

306000472

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER: 142374		VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE: 2
<p align="center">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.</p> <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p> <p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p align="center">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <p>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1993 Convention Concerning Minimum Age for Employment.</p> <p>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</p> <p>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source or supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p>			

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42374	VENDOR: GRAYBAR ELECTRIC COMPANY		PAGE
T-NUMBER :			3

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

STANDARD TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER 42374 T-NUMBER		VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 4
<p>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will these Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	42374	VENDOR - GRAYBAR ELECTRIC COMPANY	PAGE
T - NUMBER			3
<p>1 AGREEMENT - TABLE OF CONTENTS</p> <p>PARAGRAPH/TITLE</p> <p>1.0 PURPOSE</p> <p>2.0 TERM</p> <p>3.0 PRIORITY OF INTERPRETATION</p> <p>4.0 NO INFORMAL CHANGES TO AGREEMENT</p> <p>5.0 CHANGE NOTICES AND AMENDMENTS</p> <p>6.0 FACSIMILE</p> <p>7.0 CONTRACT PAYMENT</p> <p>8.0 ENTIRE AGREEMENT</p> <p>9.0 DEFINITIONS</p> <p>10.0 ADMINISTRATION OF AGREEMENT</p> <p>11.0 GRATUITOUS WORK</p> <p>12.0 INDEMNIFICATION AND INSURANCE</p> <p>13.0 NONEXCLUSIVITY</p> <p>14.0 SUBCONTRACTING</p> <p>15.0 INDEPENDENT VENDOR STATUS</p> <p>16.0 TERMINATION FOR DEFAULT</p> <p>17.0 TERMINATION FOR INSOLVENCY</p> <p>18.0 TERMINATION FOR CONVENIENCE</p> <p>19.0 TERMINATION FOR IMPROPER CONSIDERATION</p> <p>20.0 WARRANTY AGAINST CONTINGENT FEES</p> <p>21.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION</p> <p>22.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION</p> <p>23.0 WAIVER</p> <p>24.0 GOVERNING LAW, JURISDICTION AND VENUE</p> <p>25.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS</p> <p>26.0 MOST FAVORED PUBLIC ENTITY</p> <p>27.0 RESTRICTIONS ON LOBBYING</p> <p>28.0 NOTICES</p> <p>29.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION</p> <p>30.0 CONFLICT OF INTEREST</p> <p>31.0 EMPLOYMENT ELIGIBILITY VERIFICATION</p> <p>32.0 AUTHORIZATION WARRANTY</p> <p>33.0 CONTRACT HIRING</p> <p>34.0 COUNTY'S QUALITY ASSURANCE PLAN</p> <p>35.0 VENDOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>36.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>37.0 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT</p> <p>38.0 FORMS AND PROCEDURES</p> <p>39.0 DISCLOSURE OF INFORMATION</p> <p>40.0 RECORDS AND AUDITS</p> <p>41.0 CONFIDENTIALITY</p> <p>42.0 MINIMUM AGE, LANGUAGE SKILLS, AND LEGAL STATUS OF VENDOR PERSONNEL AT FACILITY</p> <p>43.0 LIQUIDATED DAMAGES</p> <p>44.0 NOTICE OF DELAYS</p> <p>45.0 COMPLIANCE WITH APPLICABLE LAW</p> <p>46.0 FAIR LABOR STANDARDS</p> <p>47.0 VALIDITY</p> <p>48.0 COUNTY AUDIT SETTLEMENTS</p> <p>49.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL INCOME CREDIT</p> <p>50.0 VENDOR RESPONSIBILITY AND DEBARMENT</p> <p>51.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES</p> <p>52.0 RECYCLED PAPER</p> <p>EXHIBITS:</p> <p>EXHIBIT A - STATEMENT OF WORK</p> <p>EXHIBIT B - COUNTY'S REQUEST FOR PROPOSAL (RFP)</p> <p>EXHIBIT C - VENDOR PROPOSAL</p> <p>EXHIBIT D - VENDOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT</p> <p>EXHIBIT E - VENDOR'S EEO CERTIFICATION</p> <p>EXHIBIT F - VENDOR'S JURY SERVICE PROGRAM</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 6

1.0 PURPOSE

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES ("COUNTY") AND GRAYBAR ELECTRIC COMPANY INC. ("VENDOR") IN ORDER TO PROVIDE COUNTY WITH TELECOMMUNICATION SUPPLIES AND ACCESSORIES. THIS DOCUMENT, TOGETHER WITH THE EXHIBITS IDENTIFIED IN PARAGRAPH 2.0 (PRIORITY OF INTERPRETATION), DEFINES THE SCOPE OF THIS AGREEMENT.

WHEREAS, COUNTY AND VENDOR AGREE THAT VENDOR WILL OFFER TO PROVIDE COUNTY, COUNTY EMPLOYEES AND OTHER AS MORE FULLY DESCRIBED HEREIN TELECOMMUNICATION SUPPLIES AND ACCESSORIES.

WHEREAS, VENDOR IS IN THE BUSINESS OF SELLING AND PROVIDING TELECOMMUNICATION SUPPLIES AND ACCESSORIES.

WHEREAS, VENDOR IS WILLING AND ABLE TO OFFER, DELIVER, SERVICE AND SUPPORT THE PRODUCTS/EQUIPMENT IT OFFERS TO, COUNTY DEPARTMENTS/DIVISIONS, COUNTY OFFICES/ORGANIZATIONS, COUNTY EMPLOYEES, AND ANY OTHER ENTITIES AS SET FORTH HEREIN ("CUSTOMER").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, COUNTY AND VENDOR AGREE AS FOLLOWS:

2.0 TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT THAT:

A. COUNTY SHALL EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS).

B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.

C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS. VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.

3.0 PRIORITY OF INTERPRETATION

ITEMS 1 THROUGH 6 FROM A PART OF THIS AGREEMENT, ANY REFERENCE THROUGHOUT THIS DOCUMENT AND EACH OF ITS EXHIBITS TO "AGREEMENT" SHALL, UNLESS THE CONTEXT CLEARLY DENOTES OTHERWISE, DENOTE THE BASE AGREEMENT WITH ALL EXHIBITS INCORPORATED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY IN MEANING OR PROVISIONS BETWEEN THE BASE AGREEMENT AND THE EXHIBITS, OR BETWEEN EXHIBITS, SUCH CONFLICT OR INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE FIRST TO THE BASE AGREEMENT, AND THEN TO THE BELOW ITEMS 1 THROUGH 6 ACCORDING TO THE FOLLOWING PRIORITY:

1. STATEMENT OF WORK (EXHIBIT A, NOT USED)
2. COUNTY REQUEST FOR PROPOSAL (RFP) (EXHIBIT B, INCORPORATED BY REFERENCE)

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE
T-NUMBER			7

3. VENDOR PROPOSAL (EXHIBIT C, INCORPORATED BY REFERENCE)

4. VENDOR ACKNOWLEDGEMENTS AND CONFIDENTIALITY AGREEMENT (EXHIBIT D, NOT USED)

5. VENDOR'S EQUAL EMPLOYEE OPPORTUNITIES CERTIFICATION (EXHIBIT E)

4.0 NO INFORMAL CHANGES TO AGREEMENT

NO REPRESENTATIVE OF EITHER COUNTY OR VENDOR, INCLUDING THOSE NAMED IN THIS AGREEMENT, IS AUTHORIZED TO MAKE ANY CHANGES IN ANY OF THE TERMS, OBLIGATIONS, OR CONDITIONS OF THIS AGREEMENT, EXCEPT THROUGH THE PROCEDURES REQUIRED UNDER PARAGRAPH 5.0 (CHANGE NOTICES AND AMENDMENTS).

5.0 CHANGE NOTICES AND AMENDMENTS

5.1 COUNTY RESERVES THE RIGHT TO INITIATE CHANGE TO ANY PORTION OF THE WORK REQUIRED UNDER THIS AGREEMENT AND TO ANY OTHER PROVISIONS OF THIS AGREEMENT. ALL SUCH CHANGES SHALL BE ACCOMPLISHED ONLY AS PROVIDED IN THIS PARAGRAPH 5.0.

5.2 FOR ANY CHANGE WHICH DOES NOT AFFECT THE TERM, CONTRACT PAYMENT, OR ANY TERM OR CONDITION INCLUDED UNDER THIS AGREEMENT, A CHANGE NOTICE SHALL BE PREPARED AND EXECUTED BY PURCHASING AND CONTRACTS ANALYST AND VENDOR, EXCEPT THAT:

A. COUNTY'S DIRECTOR OF ISD, OR DESIGNEE, IS EXPRESSLY AUTHORIZED TO CHANGE THE TERM VIA CHANGE NOTICE, AS PROVIDED FOR IN PARAGRAPH 2.0.

5.3 EXCEPT AS ELSEWHERE SPECIFIED IN THIS AGREEMENT, FOR ANY CHANGE WHICH AFFECTS THE SCOPE OF WORK, PERIOD OF PERFORMANCE, AGREEMENT SUM, OR ANY CONDITION OR OBLIGATION OF THIS AGREEMENT, A NEGOTIATED WRITTEN AMENDMENT TO THIS AGREEMENT SHALL BE PREPARED AND EXECUTED BY COUNTY'S BOARD OF SUPERVISORS AND VENDOR'S AUTHORIZED REPRESENTATIVE.

5.4 BY MUTUAL AGREEMENT BETWEEN THE COUNTY AND VENDOR, NEW MANUFACTURERS AND/OR PRODUCTS MAY BE ADDED TO THE EXISTING AGREEMENT. A CHANGE NOTICE SHALL BE PREPARED AND EXECUTED BY PURCHASING AND CONTRACTS ANALYST AND VENDOR.

6.0 FACSIMILE

COUNTY AND VENDOR HEREBY AGREE TO REGARD FACSIMILE REPRESENTATIONS OF ORIGINAL SIGNATURE OF AUTHORIZED OFFICIALS OF EACH PARTY, WHEN APPEARING IN APPROPRIATE PLACES ON THE CHANGE NOTICES PREPARED PURSUANT TO PARAGRAPH 5.0 AND RECEIVED VIA COMMUNICATIONS FACILITIES, AS LEGALLY SUFFICIENT EVIDENCE THAT SUCH ORIGINAL SIGNATURES HAVE BEEN AFFIXED TO CHANGE NOTICES TO THIS AGREEMENT, SUCH THAT THE PARTIES NEED NOT FOLLOW UP FACSIMILE TRANSMISSIONS OF SUCH DOCUMENTS WITH SUBSEQUENT (NON-FACSIMILE) TRANSMISSION OF "ORIGINAL" VERSIONS OF SUCH DOCUMENTS.

7.0 CONTRACT PAYMENT

7.1 IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY LATE FEES OR CHARGES.

7.2 INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER, WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE COMPLETE OR PARTIAL DELIVERY, AND MUST

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE
T-NUMBER	1		2
<p>SHOW UNIT AND UNIT PRICES - INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.</p> <p>7.3 UNLESS OTHERWISE SET FORTH ON THE APPLICABLE PURCHASE ORDER, PAYMENT TERMS ARE NET THIRTY (30) DAYS FROM RECEIPT OF A PROPERLY PREPARED AND SUBMITTED INVOICE. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE SET FORTH HEREIN.</p> <p>8.0 ENTIRE AGREEMENT</p> <p>THIS DOCUMENT, TOGETHER WITH ALL ITEMIZED EXHIBITS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SUPERCEDES ALL PREVIOUS AGREEMENTS, WRITTEN AND ORAL, AND ALL COMMUNICATIONS AND NEGOTIATIONS BETWEEN THE PARTIES, REGARDING THE SUBJECT. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED BASED UPON ANY PRIOR DISCUSSIONS AND NEGOTIATIONS, OR UPON ANY ADDITIONS OR DELETIONS MADE AS A RESULT THEREOF.</p> <p>9.0 DEFINITIONS</p> <p>A. ACCEPTABLE QUALITY LEVEL (AQL)</p> <p>A MEASURE TO EXPRESS THE MAXIMUM DEVIATION ALLOWED FROM THE AGREEMENT STANDARD WHICH, IF EXCEEDED SHALL BE CONSIDERED UNACCEPTABLE PERFORMANCE. AN AQL DOES NOT IMPLY THAT THE VENDOR MAY KNOWINGLY PERFORM IN A DEFECTIVE WAY, BUT IMPLIES THAT THE COUNTY RECOGNIZES THE FACT OF UNINTENTIONAL HUMAN ERROR. IF DEFECTIVE PERFORMANCE EXCEEDS THE STANDARD AS STATED IN THE PERFORMANCE REQUIREMENTS SUMMARY (STATEMENT OF WORK (SOW), ATTACHMENT 1), A CONTRACT DISCREPANCY REPORT (SOW, ATTACHMENT 2) SHALL BE ISSUED AND FINANCIAL DAMAGES SHALL BE ASSESSED AND/OR OTHER ACTION SHALL BE TAKEN. ADDITIONALLY, VENDOR MUST CORRECT THE DEFICIENCY.</p> <p>B. AGREEMENT</p> <p>THE WRITTEN AGREEMENT EXECUTED BY THE COUNTY AND VENDOR COVERING THE SERVICES TO BE PROVIDED BY VENDOR.</p> <p>C. AUDITOR-CONTROLLER</p> <p>THE DEPARTMENT WITHIN THE COUNTY OF LOS ANGELES THAT IS RESPONSIBLE FOR AUDITING BUSINESS OPERATIONS, RECEIVING REVENUES, AND PROCESSING PAYMENT DOCUMENTS.</p> <p>D. VENDOR</p> <p>A COMPANY OR AGENT OF A COMPANY, WHICH HAS BEEN AWARDED AN AGREEMENT.</p> <p>E. CONTRACT DISCREPANCY REPORT</p> <p>A WRITTEN REPORT THAT IS ISSUED WHEN VENDOR DOES NOT MEET AGREEMENT STANDARDS.</p> <p>F. COUNTY</p> <p>THE COUNTY OF LOS ANGELES.</p> <p>G. DAY(S)</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 9

THE TERM "DAY(S)" SHALL MEAN CALENDAR DAY(S) UNLESS OTHERWISE SPECIFIED.

H. EMPLOYEE

AN INDIVIDUAL WHO WORKS FOR AN EMPLOYER, IS LISTED ON THE EMPLOYER'S PAYROLL RECORDS, AND IS UNDER THE EMPLOYER'S CONTROL.

I. EMPLOYER

A PERSON WHO EMPLOYS AN INDIVIDUAL FOR WAGES OR SALARY, LISTS THE INDIVIDUAL ON THE PERSON'S PAYROLL RECORDS, AND WITHHOLDS LEGALLY REQUIRED DEDUCTIONS AND CONTRIBUTIONS.

J. FISCAL YEAR

THE TERM "FISCAL YEAR" SHALL MEAN THE TWELVE (12) MONTH PERIOD BEGINNING JULY 1ST AND ENDING JUNE 30TH.

K. ISD

THE TERM "ISD" DENOTES COUNTY'S INTERNAL SERVICES DEPARTMENT.

L. PERFORMANCE INDICATORS

CHARACTERISTICS THAT CAN BE IDENTIFIED OBJECTIVELY TO ESTABLISH THE PERFORMANCE OF ACTIVITIES AND SERVICES TO THE REQUIRED STANDARDS.

M. PERFORMANCE REQUIREMENT SUMMARY

DOCUMENT FURNISHED BY COUNTY, WHICH IDENTIFIES KEY PERFORMANCE INDICATORS OF THE AGREEMENT THAT WILL BE EVALUATED BY THE COUNTY TO ENSURE THAT THE VENDOR MEETS AGREEMENT PERFORMANCE STANDARDS.

N. PERSON

AN INDIVIDUAL, CORPORATION, PARTNERSHIP, TRUST, INCLUDING A BUSINESS TRUST, FIRM, ASSOCIATION, ORGANIZATION, OR ANY OTHER FORM OF BUSINESS ENTERPRISE.

O. PROPOSER

A COMPANY WHO HAS SUBMITTED DOCUMENTS AND INFORMATION AS REQUESTED IN THE REQUEST FOR PROPOSAL FOR THE PURPOSE OF SECURING AN AGREEMENT. IF AWARDED AN AGREEMENT, PROPOSER THEN BECOMES A "VENDOR."

10.0 ADMINISTRATION OF AGREEMENT

THE PURCHASING CONTRACTS ANALYST (PCA) DESIGNATED HEREIN SHALL MANAGE THE ACTIVITIES.

10.1 COUNTY PERSONNEL

PCA - COMPUTER BUYER
INTERNAL SERVICES DEPARTMENT
TECHNOLOGY ACQUISITIONS
1100 N. EASTERN AVENUE
LOS ANGELES, CA 90063
PHONE: 323-881-5150

10.2 VENDOR PERSONNEL

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 10
<p>GRAYBAR ELECTRIC COMPANY INC. CONTACT PERSON IS: THOMAS WILLIAMS WHO IS A FULL-TIME EMPLOYEE OF VENDOR</p> <p>VENDOR SHALL NOTIFY COUNTY IN WRITING OF ANY CHANGES IN THE NAME OR ADDRESS OF CONTACT PERSON</p> <p>VENDOR CONTACT PERSON SHALL BE RESPONSIBLE FOR DAY TO DAY ACTIVITIES HEREUNDER, FOR REPORTING TO COUNTY IN THE MANNER AND COORDINATION WITH COUNTY DEPARTMENTS.</p> <p>11.0 GRATUITOUS WORK</p> <p>VENDOR AGREES THAT SHOULD WORK OR SERVICES, BE PERFORMED WITHOUT THE PRIOR WRITTEN MODIFICATION OF THIS AGREEMENT IN ACCORDANCE WITH PARAGRAPH 5.0 (CHANGE NOTICES AND AMENDMENTS), THEY ARE DEEMED GRATUITOUS AND VENDOR SHALL HAVE NO CLAIM THEREFOR.</p> <p>12.0 INDEMNIFICATION AND INSURANCE</p> <p>12.1 INDEMNIFICATION</p> <p>VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH VENDOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.</p> <p>12.2 GENERAL INSURANCE REQUIREMENTS</p> <p>WITHOUT LIMITING VENDOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, VENDOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUBCONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED AT VENDOR'S OWN EXPENSE.</p> <p>EVIDENCE OF INSURANCE: CERTIFICATES OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING & CONTRACTS ANALYST - COMPUTER BUYER, ISD, PURCHASING & CONTRACT SERVICES, 1100 N. EASTERN AVE., RM. G115, LOS ANGELES, CA 90063 PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT. SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:</p> <ol style="list-style-type: none"> 1 SPECIFICALLY IDENTIFY THIS AGREEMENT. 2 CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT. 3 CONTAIN THE EXPRESS CONDITION THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE. 4 INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, ADDING THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS INSURED FOR ALL ACTIVITIES ARISING FROM THIS AGREEMENT. 			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE
2-NUMBER			11
<p>5 IDENTIFY ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR COUNTY'S APPROVAL. THE COUNTY RETAINS THE RIGHT TO REQUIRE VENDOR TO REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS THEY APPLY TO COUNTY, OR, REQUIRE VENDOR TO PROVIDE A BOND GUARANTEEING PAYMENT OF ALL SUCH RETAINED LOSSES AND RELATED COSTS, INCLUDING, BUT NOT LIMITED TO, EXPENSES OR FEES, OR BOTH, RELATED TO INVESTIGATIONS, CLAIMS ADMINISTRATIONS, AND LEGAL DEFENSE. SUCH BOND SHALL BE EXECUTED BY A CORPORATE SURETY LICENSED TO TRANSACT BUSINESS IN THE STATE OF CALIFORNIA.</p> <p>12.3 INSURER FINANCIAL RATINGS</p> <p>INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE TO THE COUNTY WITH AN A.M. BEST RATING OF NOT LESS THAN A+VH, UNLESS OTHERWISE APPROVED BY COUNTY.</p> <p>12.4 FAILURE TO MAINTAIN COVERAGE</p> <p>FAILURE BY VENDOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM VENDOR RESULTING FROM SAID BREACH. ALTERNATIVELY, COUNTY MAY PURCHASE SUCH REQUIRED INSURANCE COVERAGE, AND WITHOUT FURTHER NOTICE TO VENDOR, COUNTY MAY DEDUCT FROM SUMS DUE TO VENDOR ANY PREMIUM COSTS ADVANCED BY COUNTY FOR SUCH INSURANCE.</p> <p>12.5 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS</p> <p>VENDOR SHALL REPORT TO COUNTY</p> <ul style="list-style-type: none"> - ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST VENDOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE. - ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST VENDOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY VENDOR UNDER THIS AGREEMENT. - ANY INJURY TO A VENDOR EMPLOYEE, WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER. - ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO VENDOR UNDER THE TERMS OF THIS AGREEMENT. <p>12.6 COMPENSATION FOR COUNTY COSTS</p> <p>IN THE EVENT THAT VENDOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIREMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, VENDOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.</p> <p>12.7 INSURANCE COVERAGE REQUIREMENTS FOR SUBVENDORS</p> <p>VENDOR SHALL ENSURE ANY AND ALL SUB-VENDORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 12
<p>REQUIREMENTS OF THIS AGREEMENT BY EITHER:</p> <p>- VENDOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-VENDORS, OR</p> <p>- VENDOR PROVIDING EVIDENCE SUBMITTED BY SUB-VENDORS EVIDENCING THAT SUBVENDORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-VENDOR INSURANCE COVERAGE AT ANY TIME.</p> <p>12.8 INSURANCE COVERAGE REQUIREMENTS</p> <p>GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>GENERAL AGGREGATE: \$2 MILLION PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURRENCE: \$1 MILLION</p> <p>AUTOMOBILE LIABILITY INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL "OWNED", "HIRED" AND "NON-OWNED" VEHICLES, OR COVERAGE FOR "ANY AUTO".</p> <p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH VENDOR IS RESPONSIBLE. IF VENDOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH VENDOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:</p> <p>EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION</p> <p>PROPERTY COVERAGE: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, PROVIDE DEDUCTIBLES OF NO GREATER THAN 5% OF THE PROPERTY VALUE, AND SHALL INCLUDE:</p> <p>PERSONAL PROPERTY: AUTOMOBILES AND MOBILE EQUIPMENT - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY.</p> <p>REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ("ALL RISK") COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY-OWNED OR LEASED PROPERTY.</p> <p>CRIME COVERAGE: INSURANCE WITH LIMITS IN AMOUNTS NOT LESS THAN INDICATED BELOW COVERING AGAINST LOSS OF MONEY, SECURITIES, OR OTHER PROPERTY REFERRED TO IN THIS AGREEMENT, AND NAMING THE COUNTY AS LOSS PAYEE.</p> <p>EMPLOYEE DISHONESTY: \$500,000 12.8.5.2 FORGERY OR ALTERATION: \$500,000 12.8.5.3 THEFT, DISAPPEARANCE AND DESTRUCTION: \$500,000 12.8.5.4 COMPUTER FRAUD: \$500,000</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374 :	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 13
<p>12.8.5.5 BURGLARY AND ROBBERY: \$500,000</p> <p>13.0 NONEXCLUSIVITY</p> <p>NOTHING HEREIN IS INTENDED NOR SHALL BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR. THIS AGREEMENT SHALL NOT RESTRICT COUNTY FROM ACQUIRING SIMILAR, EQUAL OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.</p> <p>14.0 SUBCONTRACTING</p> <p>14.1 NO REQUIREMENTS OF THIS AGREEMENT MAY BE SUBCONTRACTED BY VENDOR WITHOUT THE ADVANCE APPROVAL OF COUNTY AS PROVIDED IN THIS PARAGRAPH 14.0 ANY ATTEMPT BY VENDOR TO SUBCONTRACT WITHOUT THE PRIOR CONSENT OF COUNTY MAY BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT.</p> <p>14.2 IF VENDOR DESIRES TO SUBCONTRACT, VENDOR SHALL PROVIDE THE FOLLOWING INFORMATION PROMPTLY AT COUNTY'S REQUEST:</p> <p>A DESCRIPTION OF THE WORK TO BE PERFORMED BY THE SUBVENDOR.</p> <p>A DRAFT COPY OF THE PROPOSED SUBCONTRACT, WHICH MUST CONTAIN, AT A MINIMUM, ALL PROVISIONS OF THIS AGREEMENT.</p> <p>OTHER PERTINENT INFORMATION AND/OR CERTIFICATIONS REQUESTED BY COUNTY.</p> <p>14.3 VENDOR SHALL INDEMNIFY AND HOLD COUNTY HARMLESS WITH RESPECT TO THE ACTIVITIES OF EACH AND EVERY SUBVENDOR IN THE SAME MANNER AND TO THE SAME DEGREE AS IF SUCH SUBVENDOR(S) WERE VENDOR EMPLOYEES.</p> <p>14.4 VENDOR SHALL REMAIN FULLY RESPONSIBLE FOR ALL PERFORMANCES REQUIRED OF IT UNDER THIS AGREEMENT, INCLUDING THOSE WHICH VENDOR HAS DETERMINED TO SUBCONTRACT, NOTWITHSTANDING COUNTY'S APPROVAL OF VENDOR'S PROPOSED SUBCONTRACT.</p> <p>14.5 COUNTY'S CONSENT TO SUBCONTRACT SHALL NOT WAIVE COUNTY'S RIGHT TO PRIOR AND CONTINUING APPROVAL OF ANY AND ALL PERSONNEL, INCLUDING SUBVENDOR EMPLOYEES, PROVIDING SERVICES UNDER THIS AGREEMENT. VENDOR IS RESPONSIBLE TO NOTIFY ITS SUBVENDORS OF THIS COUNTY RIGHT.</p> <p>14.6 THE PCA OR HIS DESIGNER IS AUTHORIZED TO ACT FOR AND ON BEHALF OF COUNTY WITH RESPECT TO APPROVAL OF ANY SUBCONTRACTING AND SUBVENDOR EMPLOYEES.</p> <p>14.7 VENDOR SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR ALL PAYMENTS OR OTHER COMPENSATION TO ALL SUBVENDORS AND THEIR OFFICERS, EMPLOYEES, AGENT, AND SUCCESSORS IN INTEREST ARISING THROUGH SERVICES PERFORMED HEREUNDER, NOTWITHSTANDING COUNTY'S CONSENT TO SUBCONTRACT.</p> <p>14.8 VENDOR SHALL DELIVER TO THE ISD, PURCHASING & CENTRAL SERVICES, CONTRACTS SECTION, 1100 N. EASTERN AVENUE, ROOM 6115, LOS ANGELES, CA 90063, A FULLY EXECUTED COPY OF EACH SUBCONTRACT ENTERED INTO BY VENDOR BEFORE ANY WORK MAY BE PERFORMED UNDER SUCH SUBCONTRACT.</p> <p>14.9 VENDOR SHALL OBTAIN BOTH OF THE FOLLOWING FROM EACH APPROVED SUBVENDOR:</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 14
<p>AN EXECUTED SUBVENDOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (CONTRACTS SECTION) FOR EACH SUBVENDOR EMPLOYEE APPROVED TO PERFORM WORK HEREUNDER, AND</p> <p>CERTIFICATES OF INSURANCE, WHICH ESTABLISH THAT THE SUBVENDOR MAINTAINS ALL THE PROGRAMS OF INSURANCE REQUIRED BY COUNTY.</p> <p>15.0 INDEPENDENT VENDOR STATUS</p> <p>15.1 VENDOR IS AN INDEPENDENT VENDOR. THIS AGREEMENT SHALL NOT CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE, PARTNERSHIP, JOINT VENTURE OR ASSOCIATION BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY ARE NOT THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY PURPOSE WHATSOEVER.</p> <p>15.2 VENDOR IS SOLELY RESPONSIBLE FOR PROVIDING ALL WORKERS' COMPENSATION INSURANCE AND BENEFITS, LIABILITY INSURANCE, EMPLOYER TAXES, COMPENSATION, AND BENEFITS TO, OR ON BEHALF OF, ALL PERSONS PERFORMING WORK PURSUANT TO THIS AGREEMENT. COUNTY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE PAYMENT OF ANY SALARIES, WAGES, UNEMPLOYMENT INSURANCE, PAYROLL TAXES, DISABILITY INSURANCE OR BENEFITS, OR FEDERAL, STATE, OR LOCAL COMPENSATION, BENEFITS, OR TAXES FOR ANY PERSONNEL PROVIDED BY OR ON BEHALF OF VENDOR.</p> <p>16.0 TERMINATION FOR DEFAULT</p> <p>16.1 COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE WHOLE OR ANY PART OF THIS AGREEMENT, IF IN THE JUDGMENT OF COUNTY'S MANAGEMENT COMMITTEE:</p> <p>VENDOR HAS MATERIALLY BREACHED OR FAILED TO COMPLY WITH PROVISIONS OF THIS AGREEMENT, OR VENDOR FAILS TO TIMELY PROVIDE AND SATISFACTORILY PERFORM PROFESSIONAL QUALITY TASKS, DELIVERABLES, GOODS, SERVICES, OR OTHER WORK SPECIFIED IN THIS AGREEMENT SUCH AS AUCTION SERVICES; OR</p> <p>IF VENDOR FAILS TO CURE OR INITIATE CONVINCING REMEDIAL ACTION WITH RESPECT TO ANY FAILURE OR BREACH WITHIN A PERIOD OF THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM COUNTY SPECIFYING SUCH FAILURE OR BREACH</p> <p>16.2 THE RIGHTS AND REMEDIES OF COUNTY PROVIDED IN THIS PARAGRAPH 16.0 ARE NON-EXCLUSIVE AND CUMULATIVE.</p> <p>17.0 TERMINATION FOR INSOLVENCY</p> <p>17.1 THE COUNTY MAY CANCEL FORTHWITH THIS AGREEMENT IN THE EVENT OR THE OCCURRENCE OF ANY OF THE FOLLOWING:</p> <p>A. INSOLVENCY OF VENDOR. VENDOR SHALL BE DEEMED TO BE INSOLVENT IF IT HAS CEASED TO PAY ITS DEBTS IN THE ORDINARY COURSE OF BUSINESS OR CANNOT PAY ITS DEBTS AS THEY BECOME DUE, WHETHER IT HAS COMMITTED AN ACT OF BANKRUPTCY OR NOT, AND WHETHER INSOLVENT WITHIN THE MEANING OF THE FEDERAL BANKRUPTCY LAW OR NOT;</p> <p>B. THE FILING OF A VOLUNTARY PETITION TO HAVE THE VENDOR DECLARED BANKRUPT;</p> <p>C. APPOINTMENT OF A RECEIVER OR TRUSTEE FOR THE VENDOR;</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T. NUMBER	42324	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 15
<p>D. EXECUTION BY THE VENDOR OF AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS.</p> <p>17.2 THE RIGHTS AND REMEDIES OF THE COUNTY PROVIDED IN THIS CLAUSE SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED BY LAW OR UNDER THIS AGREEMENT.</p> <p>18.0 TERMINATION FOR CONVENIENCE</p> <p>18.1 THIS AGREEMENT MAY BE TERMINATED, IN WHOLE OR IN PART, FROM TIME TO TIME, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION OF WORK HEREUNDER SHALL BE EFFECTED BY NOTICE OF TERMINATION TO VENDOR SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF WORK IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) CALENDAR DAYS AFTER THE NOTICE IS SENT.</p> <p>18.2 AFTER RECEIPT OF A NOTICE OF TERMINATION AND EXCEPT AS OTHERWISE DIRECTED BY COUNTY, VENDOR SHALL STOP WORK UNDER THIS AGREEMENT ON THE DATE AND TO THE EXTENT SPECIFIED IN SUCH NOTICE.</p> <p>18.3 AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY, VENDOR'S CLAIM AND INVOICE. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, NO LATER THAN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF TERMINATION.</p> <p>19.0 TERMINATION FOR IMPROPER CONSIDERATION</p> <p>19.1 COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER THIS AGREEMENT IF IT IS FOUND THAT CONSIDERATION, IN ANY FORM, WAS OFFERED OR GIVEN BY VENDOR, EITHER DIRECTLY OR THROUGH AN INTERMEDIARY, TO ANY COUNTY OFFICER, EMPLOYEE OR AGENT WITH THE INTENT OF SECURING THE AGREEMENT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT OR EXTENSION OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR'S PERFORMANCE PURSUANT TO THE AGREEMENT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.</p> <p>19.2 VENDOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR/CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT (213) 924-0914 OR (800) 544-6861.</p> <p>19.3 AMONG OTHER ITEMS, SUCH IMPROPER CONSIDERATION MAY TAKE THE FORM OF CASH, DISCOUNTS, SERVICE, THE PROVISION OF TRAVEL OR ENTERTAINMENT, OR TANGIBLE GIFTS.</p> <p>20.0 WARRANTY AGAINST CONTINGENT FEES</p> <p>20.1 VENDOR WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS AGREEMENT UPON ANY AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY VENDOR FOR THE PURPOSE OF SECURING BUSINESS.</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142374	VENDOR - GRAYBAR ELECTRIC COMPANY	PAGE 16
<p>20.2 FOR BREACH OF THIS WARRANTY, COUNTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND, AT ITS SOLE DISCRETION, DEDUCT FROM THE AGREEMENT PRICE OR CONSIDERATION, OR OTHERWISE RECOVER, THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE.</p> <p>21.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION</p> <p>21.1 VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THIS AGREEMENT, OR BOTH, EITHER WHOLLY OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF COUNTY. ANY UNAPPROVED ASSIGNMENT OR DELEGATION SHALL BE NULL AND VOID. ANY PAYMENTS BY COUNTY TO ANY APPROVED DELEGATE OR ASSIGNEE ON ANY CLAIM UNDER THIS AGREEMENT SHALL BE DEDUCTIBLE, AT COUNTY'S SOLE DISCRETION, AGAINST THE CLAIMS, WHICH VENDOR WOULD HAVE AGAINST COUNTY HEREUNDER.</p> <p>21.2 IF ANY ASSUMPTION, ASSIGNMENT, DELEGATION, OR TAKEOVER OF ANY OF VENDOR'S DUTIES, RESPONSIBILITIES, OR OBLIGATION OCCURS, OR IF ANY PERFORMANCE OF SAME BY ANY ENTITY OTHER THAN VENDOR, WHETHER THROUGH ASSIGNMENT, SUBCONTRACT, DELEGATION, MERGER, BUYOUT, OR ANY OTHER MECHANISM, OCCURS WITH OR WITHOUT CONSIDERATION FOR ANY REASON WHATSOEVER WITHOUT COUNTY'S EXPRESS PRIOR WRITTEN APPROVAL, COUNTY'S PROJECT DIRECTOR MAY, IN HIS/HER SOLE DISCRETION, TERMINATE THIS AGREEMENT FORTHWITH.</p> <p>22.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION</p> <p>22.1 VENDOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT WILL BE TREATED EQUALLY WITHOUT REGARD TO OR BECAUSE OF RACE, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, AGE, PHYSICAL OR MENTAL HANDICAP, MARITAL STATUS OR POLITICAL AFFILIATION, IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE ANTI-DISCRIMINATION LAWS AND REGULATIONS.</p> <p>22.2 VENDOR SHALL, PURSUANT TO LOS ANGELES COUNTY CODE SECTION 4.12, CERTIFY TO AND COMPLY WITH THE PROVISIONS OF THE EEO CERTIFICATION (EXHIBIT 13).</p> <p>22.3 VENDOR SHALL ENSURE THAT APPLICANTS AND EMPLOYEES ARE TREATED EQUALLY DURING EMPLOYMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, AGE, PHYSICAL OR MENTAL HANDICAP, MARITAL STATUS OR POLITICAL AFFILIATION, IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE ANTI-DISCRIMINATION LAWS AND REGULATION. SUCH ACTION SHALL INCLUDE, BUT IS NOT LIMITED TO: EMPLOYMENT, UPGRADING, DEMOTION, TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER FORMS OF COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP.</p> <p>22.4 VENDOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBVENDORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, COLOR, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, AGE, PHYSICAL OR MENTAL HANDICAP, MARITAL STATUS OR POLITICAL AFFILIATION, EXCEPT TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE FEDERAL AND STATE ANTI-DISCRIMINATION LAWS AND REGULATIONS.</p> <p>22.5 VENDOR CERTIFIES THAT IT IS IN COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, INCLUDING, BUT NOT LIMITED</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 17
<p>TO:</p> <p>A. TITLE VII, CIVIL RIGHTS ACT OF 1964 B. SECTION 504, REHABILITATION ACT OF 1973; C. AGE DISCRIMINATION ACT OF 1975; D. TITLE IX, EDUCATION AMENDMENTS OF 1972, AS APPLICABLE; AND E. TITLE 43, PART 17, CODE OF FEDERAL REGULATIONS, SUBPARTS A & B</p> <p>AND VENDOR SHALL NOT SUBJECT ANY PERSON, ON THE GROUNDS OF RACE, CREED, COLOR, NATIONAL ORIGIN, POLITICAL AFFILIATION, MARITAL STATUS, SEX, AGE, OR HANDICAP, TO DISCRIMINATION AS TO ANY PRIVILEGES OR USES GAINED, OR UNDER ANY PROJECT, PROGRAM OR ACTIVITY SUPPORTED, BY THIS AGREEMENT.</p> <p>22.6 VENDOR SHALL ALLOW COUNTY REPRESENTATIVES ACCESS TO ITS EMPLOYMENT RECORDS DURING REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THE PROVISION OF THIS PARAGRAPH 22.0 WHEN SO REQUESTED BY COUNTY.</p> <p>22.7 IF COUNTY FINDS THAT ANY OF THE PROVISIONS OF THIS PARAGRAPH 22.0 HAVE BEEN VIOLATED, SUCH VIOLATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT UPON WHICH COUNTY MAY TERMINATE OR SUSPEND THIS AGREEMENT. WHILE COUNTY RESERVES THE RIGHT TO DETERMINE INDEPENDENTLY THAT THE ANTI-DISCRIMINATION PROVISIONS OF THIS AGREEMENT HAVE BEEN VIOLATED, IN ADDITION, A DETERMINATION BY THE CALIFORNIA FAIR EMPLOYMENT PRACTICES COMMISSION OR THE FEDERAL EQUAL EMPLOYMENT OPPORTUNITY COMMISSION THAT VENDOR HAS VIOLATED STATE OR FEDERAL ANTI-DISCRIMINATION LAWS OR REGULATIONS SHALL CONSTITUTE A FINDING BY COUNTY THAT VENDOR HAS VIOLATED THE ANTI-DISCRIMINATION PROVISIONS OF THIS AGREEMENT.</p> <p>22.8 THE PARTIES AGREE THAT IN THE EVENT VENDOR IS FOUND TO HAVE VIOLATED THE ANTI-DISCRIMINATION PROVISIONS OF THIS AGREEMENT, AND THAT SUCH DISCRIMINATION WAS DIRECTLY ASSOCIATED WITH THE PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, COUNTY MAY REQUIRE, PURSUANT TO LOS ANGELES COUNTY CODE SECTION 4.32.010 (E), THAT VENDOR PAY THE SUM OF FIVE HUNDRED DOLLARS (\$500) FOR EACH SUCH VIOLATION, AS LIQUIDATED DAMAGES ARE EXTREMELY DIFFICULT TO ASCERTAIN OR CALCULATE PRECISELY, IN LIEU OF TERMINATION OR SUSPENSION HEREOF, OR IN THE ALTERNATIVE COUNTY MAY TERMINATE THIS AGREEMENT FORTHWITH PURSUANT TO PARAGRAPH 16.0 (TERMINATION FOR DEFAULT).</p> <p>23.0 WAIVER</p> <p>FAILURE OF EITHER PARTY TO ENFORCE AT ANY TIME, OR FROM TIME TO TIME, ANY RIGHT, REMEDY, OR PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF.</p> <p>24.0 GOVERNING LAW, JURISDICTION AND VENUE</p> <p>THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVELY JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS AGREEMENT AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION BROUGHT HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.</p> <p>25.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE
T - NUMBER			18
<p>25.1 VENDOR SHALL REPAIR, OR CAUSE TO BE REPAIRED, AT ITS OWN COST, ANY AND ALL DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS CAUSED BY VENDOR OR EMPLOYEES OR AGENTS OF VENDOR. SUCH REPAIRS SHALL BE MADE IMMEDIATELY AFTER VENDOR HAS BECOME AWARE OF SUCH DAMAGE, BUT IN NO EVENT LATER THAN THIRTY (30) DAYS AFTER THE OCCURRENCE.</p> <p>25.2 IF VENDOR FAILS TO MAKE TIMELY REPAIRS, COUNTY MAY MAKE ANY NECESSARY REPAIRS. ALL COSTS INCURRED BY COUNTY, AS DETERMINED BY COUNTY, FOR SUCH REPAIRS SHALL BE REPAID BY VENDOR BY CASH PAYMENT UPON DEMAND.</p> <p>26.0 MOST FAVORED PUBLIC ENTITY</p> <p>IF VENDOR'S PRICES DECLINE, OR SHOULD VENDOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, PROVIDE THE SAME GOODS OR SERVICES UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA OR ANY COUNTY, MUNICIPALITY, OR DISTRICT OF THE STATE AT PRICES BELOW THOSE SET FORTH IN THIS AGREEMENT, THEN SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO COUNTY.</p> <p>27.0 RESTRICTIONS ON LOBBYING</p> <p>27.1 FEDERAL FUNDS PROJECTS</p> <p>IF ANY FEDERAL FUNDS ARE TO BE USED TO PAY FOR ANY OF VENDOR'S GOODS OR SERVICES UNDER THIS AGREEMENT, VENDOR SHALL FULLY COMPLY WITH ALL CERTIFICATION AND DISCLOSURE REQUIREMENTS PRESCRIBED BY SECTION 319 OF PUBLIC LAW 101-121 (31 UNITED STATES CODE SECTION 1352) AND ANY IMPLEMENTING REGULATIONS, AND SHALL ENSURE THAT EACH OF ITS SUBVENDORS RECEIVING FUNDS PROVIDED UNDER THIS AGREEMENT ALSO FULLY COMPLIES WITH ALL SUCH CERTIFICATION AND DISCLOSURE REQUIREMENTS.</p> <p>27.2 COUNTY PROJECTS</p> <p>VENDOR, AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010 RETAINED BY VENDOR, SHALL FULLY COMPLY WITH COUNTY'S LOBBYIST ORDINANCE, COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR OR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO FULLY COMPLY WITH COUNTY LOBBYIST ORDINANCE SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT, UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT.</p> <p>28.0 NOTICES</p> <p>ALL NOTICES OR DEMANDS REQUIRED OR PERMITTED TO BE GIVEN OR MADE UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE HAND DELIVERED WITH SIGNED RECEIPT OR MAILED BY FIRST-CLASS REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO THE PARTIES AT THE FOLLOWING ADDRESSES:</p> <p>IF TO COUNTY:</p> <p>INTERNAL SERVICES DEPARTMENT PURCHASING & CONTRACT SERVICES 1100 N. EASTERN AVENUE, ROOM G115 LOS ANGELES, CA 90063</p> <p>IF TO VENDOR:</p> <p>GRAYBAR ELECTRIC COMPANY INC.</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 19
<p>383 S. CHERYL LANE CITY OF INDUSTRY, CA 91789 ATTN: THOMAS WILLIAMS</p> <p>29.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION</p> <p>VENDOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEFENSE COSTS AND ATTORNEYS FEES, FOR OR BY REASON OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY'S PATENT OR COPYRIGHT, OR ANY ACTUAL OR ALLEGED UNAUTHORIZED TRADE SECRET DISCLOSURE, ARISING FROM OR RELATED TO THE OPERATION AND UTILIZATION OF VENDOR'S WORK UNDER THIS AGREEMENT. COUNTY SHALL INFORM VENDOR AS SOON AS PRACTICABLE OF ANY CLAIM OR ACTION ALLEGING SUCH INFRINGEMENT OR UNAUTHORIZED DISCLOSURE, AND SHALL SUPPORT VENDOR'S DEFENSE AND SETTLEMENT THEREOF.</p> <p>30.0 CONFLICT OF INTEREST</p> <p>30.1 NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF THIS AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THIS AGREEMENT. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE PERFORMANCE OF WORK HEREUNDER, SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, OR ONGOING EVALUATION, OF SUCH WORK, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION OF SUCH WORK.</p> <p>30.2 VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THIS AGREEMENT. VENDOR WARRANTS THAT IT IS NOT NOW AWARE OF ANY FACTS, WHICH MIGHT CREATE A CONFLICT OF INTEREST. IF A PARTY HEREAFTER BECOMES AWARE OF ANY FACTS, WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.</p> <p>31.0 EMPLOYMENT ELIGIBILITY VERIFICATION</p> <p>VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL LAWS REGARDING EMPLOYMENT OF ALIENS AND OTHERS, AND THAT ALL ITS EMPLOYEES HEREUNDER MEET THE CITIZENSHIP OR ALIEN STATUS REQUIREMENTS CONTAINED IN FEDERAL AND STATE STATUTES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (P.L. 99-603).</p> <p>VENDOR SHALL OBTAIN, FROM ALL COVERED EMPLOYEES HEREUNDER, ALL VERIFICATION AND OTHER DOCUMENTATION OF EMPLOYMENT ELIGIBILITY STATUS REQUIRED BY FEDERAL STATUTES AND REGULATIONS AS THEY CURRENTLY EXIST AND AS THEY MAY BE HEREAFTER AMENDED. VENDOR SHALL RETAIN SUCH DOCUMENTATION FOR ALL COVERED EMPLOYEES FOR THE PERIOD PRESCRIBED BY LAW. VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE COUNTY, ITS OFFICERS AND EMPLOYEES FROM EMPLOYER SANCTIONS AND ANY OTHER LIABILITY WHICH MAY BE ASSESSED AGAINST VENDOR OR COUNTY OR BOTH IN CONNECTION WITH ANY ALLEGED VIOLATION OF FEDERAL STATUTES OR REGULATIONS PERTAINING TO THE ELIGIBILITY FOR EMPLOYMENT OF PERSONS PERFORMING</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 20
<p>SERVICES UNDER THIS AGREEMENT.</p> <p>32.0 AUTHORIZATION WARRANTY</p> <p>VENDOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR VENDOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND VENDOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF VENDOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.</p> <p>33.0 CONTRACT HIRING</p> <p>33.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES</p> <p>SHOULD VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT TO PERFORM THE DUTIES SET FORTH HEREIN, VENDOR SHALL GIVE FIRST CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PERMANENT COUNTY EMPLOYEES WHO ARE TARGETED FOR LAYOFF OR QUALIFIED FORMER COUNTY EMPLOYEES WHO ARE ON A REEMPLOYMENT LIST DURING THE LIFE OF THIS AGREEMENT.</p> <p>33.2 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT</p> <p>SHOULD VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT VENDOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN THE COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES, GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET VENDOR'S MINIMUM QUALIFICATIONS FOR THE OPEN POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT VENDOR WILL INTERVIEW QUALIFIED CANDIDATES. THE COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p> <p>33.3 PROHIBITION AGAINST INDUCEMENT OR PERSUASION</p> <p>NOTWITHSTANDING THE ABOVE, VENDOR AND COUNTY AGREE THAT, DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF ONE YEAR THEREAFTER, NEITHER PARTY SHALL IN ANY WAY INTENTIONALLY INDUCE OR PERSUADE ANY EMPLOYEE OF ONE PARTY TO BECOME AN EMPLOYEE OR AGENT OF THE OTHER PARTY. NO BAR EXISTS AGAINST ANY HIRING ACTION INITIATED THROUGH A PUBLIC ANNOUNCEMENT.</p> <p>34.0 COUNTY'S QUALITY ASSURANCE PLAN</p> <p>THE COUNTY OR ITS AGENT WILL EVALUATE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT ON NOT LESS THAN AN ANNUAL BASIS. SUCH EVALUATION WILL INCLUDE ASSESSING VENDOR'S COMPLIANCE WITH ALL AGREEMENT TERMS AND CONDITIONS AND PERFORMANCE STANDARDS. VENDOR DEFICIENCIES WHICH COUNTY DETERMINES ARE SEVERE OR CONTINUING AND THAT MAY PLACE PERFORMANCE OF THIS AGREEMENT IN JEOPARDY IF NOT CORRECTED WILL BE REPORTED TO THE BOARD OF SUPERVISORS. THE REPORT WILL INCLUDE IMPROVEMENTS/CORRECTIVE ACTION MEASURES TAKEN BY COUNTY AND VENDOR. IF IMPROVEMENT DOES NOT OCCUR CONSISTENT WITH THE CORRECTIVE ACTION MEASURES, COUNTY MAY TERMINATE THIS AGREEMENT IN WHOLE OR IN PART OR IMPOSE OTHER PENALTIES AS SPECIFIED IN THIS AGREEMENT.</p> <p>35.0 VENDOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>35.1 VENDOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	142374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 21

GOAL OF ENSURING THAT ALL INDIVIDUALS WHO BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACTS ARE IN COMPLIANCE WITH THEIR COURT-ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT OBLIGATIONS IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS

35.2 AS REQUIRED BY COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM (COUNTY CODE CHAPTER 2.200) AND WITHOUT LIMITING VENDOR'S DUTY UNDER THIS AGREEMENT TO COMPLY WITH ALL APPLICABLE PROVISIONS OF LAW, VENDOR WARRANTS THAT IT IS NOW IN COMPLIANCE AND SHALL DURING THE TERM OF THIS AGREEMENT MAINTAIN COMPLIANCE WITH EMPLOYMENT AND WAGE REPORTING REQUIREMENTS AS REQUIRED BY THE FEDERAL SOCIAL SECURITY ACT (42 USC SECTION 653A) AND CALIFORNIA UNEMPLOYMENT INSURANCE CODE SECTION 1088.5, AND SHALL IMPLEMENT ALL LAWFULLY SERVED WAGE AND EARNINGS WITHHOLDING ORDERS OR DISTRICT ATTORNEY NOTICES OF WAGE AND EARNINGS ASSIGNMENT FOR CHILD OR SPOUSAL SUPPORT, PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 766.931 AND FAMILY CODE SECTION 5245(b).

36.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

FAILURE OF VENDOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 35.0 "VENDOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" SHALL CONSTITUTE A DEFAULT BY VENDOR UNDER THIS AGREEMENT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS AGREEMENT, FAILURE TO CURE SUCH DEFAULT WITHIN NINETY (90) DAYS OF NOTICE BY THE LOS ANGELES COUNTY DISTRICT ATTORNEY SHALL BE GROUNDS UPON WHICH THE COUNTY BOARD OF SUPERVISORS MAY TERMINATE THIS AGREEMENT PURSUANT TO PARAGRAPH 16.0 "TERMINATION FOR DEFAULT".

37.0 VENDOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

VENDOR ACKNOWLEDGES THAT COUNTY PLACES A HIGH PRIORITY ON THE ENFORCEMENT OF CHILD SUPPORT LAWS AND THE APPREHENSION OF CHILD SUPPORT EVADERS. VENDOR UNDERSTANDS THAT IT IS COUNTY'S POLICY TO ENCOURAGE ALL COUNTY VENDORS TO VOLUNTARILY POST COUNTY'S "L.A.'S MOST WANTED: DELINQUENT PARENTS" POSTER IN A PROMINENT POSITION AT VENDOR'S PLACE OF BUSINESS. COUNTY'S DISTRICT ATTORNEY WILL SUPPLY VENDOR WITH THE POSTER TO BE USED.

38.0 FORMS AND PROCEDURES

ALL FORMS AND PROCEDURES USED BY VENDOR IN IMPLEMENTATION OF THE PROVISIONS OF THIS AGREEMENT SHALL BE SUBJECT TO REVIEW AND APPROVAL BY COUNTY PRIOR TO USE BY VENDOR. SUCH FORMS AND PROCEDURES SHALL NOT CONFLICT IN ANY WAY WITH THIS AGREEMENT AND SHALL INCORPORATE THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN SUCH FORMS AND PROCEDURES AND THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL PREVAIL.

39.0 DISCLOSURE OF INFORMATION

39.1 THE VENDOR SHALL NOT DISCLOSE ANY DETAILS IN CONNECTION WITH THIS AGREEMENT TO ANY PARTY EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN OR REQUIRED BY LAW.

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T - NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 22
<p>39.2 IN RECOGNIZING THE VENDOR'S NEED TO IDENTIFY ITS SERVICES AND RELATED CLIENTS TO SUSTAIN ITSELF, THE COUNTY SHALL NOT INHIBIT THE VENDOR FROM PUBLICIZING ITS ROLE UNDER THIS AGREEMENT.</p> <p>39.3 VENDOR SHALL DEVELOP ALL PUBLICITY MATERIAL IN A PROFESSIONAL MANNER.</p> <p>39.4 DURING THE TERM OF THIS AGREEMENT, VENDOR SHALL NOT AND SHALL NOT AUTHORIZE ANOTHER TO, PUBLISH OR DISSEMINATE ANY COMMERCIAL ADVERTISEMENTS, PRESS RELEASES, FEATURE ARTICLES, OR OTHER MATERIALS USING THE NAME OF COUNTY WITHOUT THE PRIOR WRITTEN CONSENT OF COUNTY'S AGENT. THE COUNTY'S AGENT PRIOR TO RELEASE OF ANY INFORMATION MAY CONSULT WITH THE MANAGER, BOARD AND CUSTOMER RELATIONS AND ISD EXECUTIVE MANAGEMENT. COUNTY SHALL NOT UNREASONABLY WITHHOLD WRITTEN CONSENT.</p> <p>40.0 RECORDS AND AUDITS</p> <p>40.1 VENDOR SHALL MAINTAIN ACCURATE AND COMPLETE FINANCIAL RECORDS OF ITS ACTIVITIES AND OPERATION RELATING TO THIS AGREEMENT IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. VENDOR AGREES THAT COUNTY, OR ITS AUTHORIZED REPRESENTATIVES, SHALL HAVE ACCESS TO AND THE RIGHT TO EXAMINE, AUDIT, EXCEPT, COPY, OR TRANSCRIBE ANY PERTINENT TRANSACTION, ACTIVITY, OR RECORDS RELATING TO THIS AGREEMENT. ALL SUCH MATERIAL, INCLUDING, BUT NOT LIMITED TO, ALL FINANCIAL RECORDS, TIMECARDS AND OTHER EMPLOYMENT RECORDS, AND PROPRIETARY DATA AND INFORMATION, SHALL BE KEPT AND MAINTAINED BY VENDOR AND SHALL BE MADE AVAILABLE TO COUNTY DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF FIVE (5) YEARS THEREAFTER UNLESS COUNTY'S WRITTEN PERMISSION IS GIVEN TO DISPOSE OF ANY SUCH MATERIAL PRIOR TO SUCH TIME. ALL SUCH MATERIAL SHALL BE MAINTAINED BY VENDOR AT A LOCATION IN LOS ANGELES COUNTY, PROVIDED THAT IF ANY SUCH MATERIAL IS LOCATED OUTSIDE LOS ANGELES COUNTY, THEN, AT COUNTY'S OPTION, VENDOR SHALL PAY COUNTY FOR TRAVEL, PER DIEM, AND OTHER COSTS INCURRED BY COUNTY TO EXAMINE, AUDIT, EXCEPT, COPY OR TRANSCRIBE SUCH MATERIAL AT SUCH OTHER LOCATION.</p> <p>40.2 IN THE EVENT THAT AN AUDIT IS CONDUCTED OF VENDOR SPECIFICALLY REGARDING THIS AGREEMENT BY ANY FEDERAL OR STATE AUDITOR, OR BY ANY AUDITOR OR ACCOUNTANT EMPLOYED BY VENDOR OR OTHERWISE, THEN VENDOR SHALL FILE A COPY OF SUCH AUDIT REPORT WITH COUNTY'S AUDITOR/CONTROLLER WITHIN THIRTY (30) DAYS OF VENDOR'S RECEIPT THEREOF, UNLESS OTHERWISE PROVIDED BY APPLICABLE FEDERAL OR STATE LAW OR UNDER THIS AGREEMENT. COUNTY SHALL MAKE A REASONABLE EFFORT TO MAINTAIN THE CONFIDENTIALITY OF SUCH AUDIT REPORT(S).</p> <p>40.3 FAILURE ON THE PART OF VENDOR TO COMPLY WITH ANY OF THE PROVISIONS OF THIS PARAGRAPH 40.0 SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT UPON WHICH COUNTY MAY TERMINATE OR SUSPEND THIS AGREEMENT.</p> <p>41.0 CONFIDENTIALITY</p> <p>VENDOR SHALL MAINTAIN THE CONFIDENTIALITY OF ALL ITS RECORDS, INCLUDING, BUT NOT LIMITED TO, BILLING, AND COUNTY RECORDS, IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, REGULATIONS, ORDINANCES</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 23
<p>AND DIRECTIVES RELATING TO CONFIDENTIALITY. VENDOR SHALL INFORM ALL OF ITS OFFICERS, EMPLOYEES, AND AGENTS PROVIDING SERVICES HEREUNDER OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.</p> <p>42.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF VENDOR PERSONNEL AT FACILITY</p> <p>THE VENDOR CANNOT ASSIGN EMPLOYEES UNDER THE AGE OF 18 TO PERFORM WORK UNDER THIS AGREEMENT. ALL OF VENDOR'S EMPLOYEES WORKING AT COUNTY FACILITIES MUST BE ABLE TO COMMUNICATE IN ENGLISH. VENDOR'S EMPLOYEES MUST BE UNITED STATE CITIZENS OR LEGALLY PRESENT AND PERMITTED TO WORK IN THE UNITED STATES.</p> <p>43.0 LIQUIDATED DAMAGES</p> <p>COUNTY SHALL PROVIDE A TEN (10) DAY NOTICE TO CURE, PRIOR TO REVOKING ANY LIQUIDATED DAMAGES OR DEFAULT PROVISIONS, AFTER NOTICE TO CURE HAS EXPIRED. PROVISIONS 43.1 AND 43.2 WILL PREVAIL.</p> <p>43.1 ALL TIME LIMITS AND REQUIRED ACTS TO BE DONE BY BOTH PARTIES ARE THE ESSENCE OF THIS AGREEMENT. IF VENDOR FAILS TO PERFORM OR COMPLETE THE REQUIRED WORK AT THE TIMES SET FORTH HEREIN, THEN IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE NATURE OF THE RESULTANT DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO FIX. COUNTY AND VENDOR HAVE ENDEAVORED TO FIX THE AMOUNT OF SAID DAMAGES IN ADVANCE, SUCH THAT THE AMOUNT SET FORTH HEREINAFTER ARE THE NEAREST AND MOST EXACT MEASURES OF DAMAGES FOR SUCH BREACH THAT CAN BE FIXED AT OR AFTER SUCH BREACH, AND THAT, THEREFORE, COUNTY AND VENDOR HEREBY FIX THE LIQUIDATED DAMAGES SET FORTH HEREINAFTER, NOT AS A PENALTY OR FORFEITURE FOR BREACH OF THIS AGREEMENT.</p> <p>43.2 IN ANY CASE OF ANY SUCH BREACH, COUNTY MAY ASSESS LIQUIDATED DAMAGES OF \$500.00 PER DAY FOR EACH DAY, OR PART THEREOF THAT THE DEFICIENCY CONTINUES AND ADD SAID AMOUNT TO THE AMOUNT DUE FROM THE VENDOR UNDER THIS AGREEMENT.</p> <p>44.0 NOTICE OF DELAYS</p> <p>EXCEPT AS OTHERWISE PROVIDED HEREIN, WHEN EITHER PARTY HAS KNOWLEDGE THAT ANY ACTUAL OR POTENTIAL SITUATION IS DELAYING OR THREATENS TO DELAY THE TIMELY PERFORMANCE OF THIS AGREEMENT, THAT PARTY SHALL, WITHIN FIVE (5) BUSINESS DAYS, GIVE NOTICE THEREOF, INCLUDING ALL RELEVANT INFORMATION WITH RESPECT THERETO, TO THE OTHER PARTY.</p> <p>45.0 COMPLIANCE WITH APPLICABLE LAW</p> <p>45.1 VENDOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES, AND DIRECTIVES APPLICABLE TO ITS PERFORMANCE HEREUNDER. FURTHER, ALL PROVISIONS REQUIRED THEREBY TO BE INCLUDED IN THIS AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE.</p> <p>45.2 THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTING FROM ANY VIOLATION ON THE PART OF THE VENDOR, ITS OFFICERS, EMPLOYEES, OR AGENTS, OF SUCH FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, REGULATIONS, RULES, OR DIRECTIVES.</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE 24
<p>46.0 FAIR LABOR STANDARDS</p> <p>VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY VENDOR'S EMPLOYEES FOR WHICH COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.</p> <p>47.0 VALIDITY</p> <p>THE INVALIDITY IN WHOLE OR IN PART OF ANY PROVISION OF THIS AGREEMENT SHALL NOT VOID OR AFFECT THE VALIDITY OF ANY OTHER PROVISION.</p> <p>48.0 COUNTY AUDIT SETTLEMENTS</p> <p>IF, AT ANY TIME DURING OR AFTER THE TERM OF THIS AGREEMENT, REPRESENTATIVES OF COUNTY CONDUCT AN AUDIT OF VENDOR REGARDING THE WORK PERFORMED UNDER THIS AGREEMENT, AND IF SUCH AUDIT FINDS THAT COUNTY'S DOLLAR LIABILITY FOR SUCH WORK IS LESS THAN PAYMENTS MADE BY COUNTY TO VENDOR, THEN THE DIFFERENCE SHALL BE EITHER REPAID BY VENDOR TO COUNTY BY CASH PAYMENT UPON DEMAND OR DEDUCTED FROM ANY AMOUNTS DUE TO VENDOR FROM COUNTY. IF SUCH AUDIT FINDS THAT COUNTY'S DOLLAR LIABILITY FOR SUCH WORK IS MORE THAN PAYMENTS MADE BY COUNTY TO VENDOR, THEN THE DIFFERENCE SHALL BE REPAID TO VENDOR BY CASH PAYMENT.</p> <p>49.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL INCOME CREDIT</p> <p>VENDOR SHALL NOTIFY ITS EMPLOYEES, AND SHALL REQUIRE EACH SUBVENDOR TO NOTIFY ITS EMPLOYEES, THAT THEY MAY BE ELIGIBLE FOR THE FEDERAL EARNED INCOME CREDIT UNDER THE FEDERAL INCOME TAX LAWS. SUCH NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN INTERNAL REVENUE SERVICE NOTICE 1015.</p> <p>50.0 VENDOR RESPONSIBILITY AND DEBARMENT</p> <p>50.1 A RESPONSIBLE VENDOR IS A VENDOR WHO HAS DEMONSTRATED THE ATTRIBUTE OF TRUSTWORTHINESS, AS WELL AS QUALITY, FITNESS, CAPACITY AND EXPERIENCE TO SATISFACTORILY PERFORM THE CONTRACT. IT IS THE COUNTY'S POLICY TO CONDUCT BUSINESS ONLY WITH RESPONSIBLE VENDORS.</p> <p>50.2 VENDOR IS HEREBY NOTIFIED THAT, IN ACCORDANCE WITH CHAPTER 2.202 OF THE COUNTY CODE, IF THE COUNTY ACQUIRES INFORMATION CONCERNING THE PERFORMANCE OF VENDOR ON THIS OR OTHER CONTRACTS WHICH INDICATES THAT VENDOR IS NOT RESPONSIBLE, THE COUNTY MAY, IN ADDITION TO OTHER REMEDIES PROVIDED IN THE CONTRACT, DEBAR VENDOR FROM BIDDING ON COUNTY CONTRACTS FOR A SPECIFIED PERIOD OF TIME NOT TO EXCEED 3 YEARS, AND TERMINATE ANY OR ALL EXISTING CONTRACTS VENDOR MAY HAVE WITH THE COUNTY.</p> <p>50.3 THE COUNTY MAY DEBAR A VENDOR IF THE BOARD OF SUPERVISORS FINDS, IN ITS DISCRETION, THAT VENDOR HAS DONE ANY OF THE FOLLOWING: (1) VIOLATED ANY TERM OF A CONTRACT WITH THE COUNTY, (2) COMMITTED ANY ACT OR</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT
NUMBER : 42374 T-NUMBER :	VENDOR : GRAYBAR ELECTRIC COMPANY	PAGE : 25
<p>OMISSION WHICH NEGATIVELY REFLECTS ON VENDOR'S QUALITY, FITNESS OR CAPACITY TO PERFORM A CONTRACT WITH THE COUNTY OR ANY OTHER PUBLIC ENTITY, OR ENGAGED IN A PATTERN OR PRACTICE WHICH NEGATIVELY REFLECTS ON SAME, (3) COMMITTED AN ACT OR OFFENSE WHICH INDICATES A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY, OR (4) MADE OR SUBMITTED A FALSE CLAIM AGAINST THE COUNTY OR ANY OTHER PUBLIC ENTITY.</p> <p>50.4 IF THERE IS EVIDENCE THAT VENDOR MAY BE SUBJECT TO DEBARMENT, THE DEPARTMENT WILL NOTIFY VENDOR IN WRITING OF THE EVIDENCE, WHICH IS THE BASIS FOR THE PROPOSED DEBARMENT AND WILL ADVISE VENDOR OF THE SCHEDULED DATE FOR A DEBARMENT HEARING BEFORE VENDOR HEARING BOARD.</p> <p>50.5 VENDOR HEARING BOARD WILL CONDUCT A HEARING WHERE EVIDENCE ON THE PROPOSED DEBARMENT IS PRESENTED. VENDOR AND/OR VENDOR'S REPRESENTATIVE SHALL BE GIVEN AN OPPORTUNITY TO SUBMIT EVIDENCE AT THAT HEARING. AFTER THE HEARING, VENDOR HEARING BOARD SHALL PREPARE A PROPOSED DECISION, WHICH SHALL CONTAIN A RECOMMENDATION REGARDING WHETHER VENDOR SHOULD BE DEBARRED, AND, IF SO, THE APPROPRIATE LENGTH OF TIME OF THE DEBARMENT. IF VENDOR FAILS TO AVAIL ITSELF OF THE OPPORTUNITY TO SUBMIT EVIDENCE TO VENDOR HEARING BOARD, VENDOR MAY BE DEEMED TO HAVE WAIVED ALL RIGHTS OF APPEAL.</p> <p>50.6 A RECORD OF THE HEARING, THE PROPOSED DECISION AND ANY OTHER RECOMMENDATION OF VENDOR HEARING BOARD SHALL BE PRESENTED TO THE BOARD OF SUPERVISORS. THE BOARD OF SUPERVISORS SHALL HAVE THE RIGHT TO MODIFY, DENY OR ADOPT THE PROPOSED DECISION AND RECOMMENDATION OF THE HEARING BOARD.</p> <p>50.7 THESE TERMS SHALL ALSO APPLY TO (SUBVENDORS/CONSULTANTS) OF COUNTY VENDORS.</p> <p>51.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES</p> <p>51.1 THE COUNTY OF LOS ANGELES HAS ADOPTED A UNIFORM DEFINITION OF SMALL BUSINESS AND A POLICY FOR ASSISTING SMALL BUSINESSES TO ENSURE THAT SMALL BUSINESSES ARE NOT DISADVANTAGED BY THE CONTRACTING AND ACQUISITION PROCESS AND THAT PROGRAMS ARE IMPLEMENTED TO ASSIST THEM IN FAIR, OPEN COMPETITION.</p> <p>51.2 THE COUNTY DEFINITION OF A SMALL BUSINESS IS:</p> <p>51.2.1 INDEPENDENTLY OWNED AND OPERATED;</p> <p>51.2.2 NOT DOMINANT IN ITS FIELD;</p> <p>51.2.3 UNDER THE SMALL BUSINESS ACT (SBA) SIZE STANDARD (BASED ON THE AVERAGE NUMBER OF EMPLOYEES FOR THE PRECEDING 12 MONTHS OR ON SALES VOLUME AVERAGED OVER A THREE-YEAR PERIOD) FOR THE PARTICULAR BUSINESS/INDUSTRY DEFINED BY THE FEDERAL STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE.</p> <p>51.3 THIS DEFINITION IS THE SAME AS THE SBA'S DEFINITION. DETAILED INFORMATION ABOUT THE SBA'S SIZE REGULATIONS IS AVAILABLE IN THE CODE OF FEDERAL REGULATIONS (CFR) TITLE 13, CHAPTER 1, PART 121. THE CFR IS ALSO AVAILABLE ON THE INTERNET AT THE FOLLOWING ADDRESS:</p> <p>51.3.1 HTTP://WWW.ACCESS.GPO.GOV/NARA</p> <p>51.4 THE COUNTY WILL NOT BE CERTIFYING SMALL BUSINESSES. SMALL BUSINESS CERTIFICATIONS FROM OTHER AGENCIES THAT</p>		

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	42374	VENDOR: GRAYBAR ELECTRIC COMPANY	PAGE
T-NUMBER			26

UTILIZE THE SBA AND COUNTY DEFINITION SHALL BE ACCEPTED BY THE COUNTY AS DOCUMENTATION OF "SMALL BUSINESS" STATUS. AT THIS TIME, DATA ON DOCUMENTED SMALL BUSINESSES IS BEING REQUESTED FOR STATISTICAL PURPOSES ONLY. ON FINAL ANALYSIS AND CONSIDERATION OF AWARD, THE VENDOR WILL BE SELECTED WITHOUT REGARD TO THE SMALL BUSINESS DESIGNATION.

\$2.0 RECYCLED PAPER

CONSISTENT WITH THE BOARD OF SUPERVISORS' POLICY TO REDUCE THE AMOUNT OF SOLID WASTE DEPOSITED AT THE COUNTY LANDFILLS, VENDOR AGREES TO USE RECYCLED CONTENT PAPER TO THE MAXIMUM EXTENT POSSIBLE ON THE PROJECT.

EXHIBIT A - EXCLUDED

EXHIBIT B - COUNTY REQUEST FOR PROPOSAL (RFP)
(INCORPORATED BY REFERENCE)

EXHIBIT C - VENDOR PROPOSAL (INCORPORATED BY REFERENCE)

EXHIBIT D - EXCLUDED

EXHIBIT E - VENDOR'S EEO CERTIFICATION

COMPANY NAME

ADDRESS

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER

GENERAL

IN ACCORDANCE WITH PROVISIONS OF THE COUNTY CODE OF THE COUNTY OF LOS ANGELES, THE VENDOR, SUPPLIER, OR VENDOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY SUCH FIRM, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE AND WILL BE TREATED EQUALLY BY THE FIRM WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICAN AND THE STATE OF CALIFORNIA.

CERTIFICATION (ANSWER: YES OR NO)

VENDOR HAS A WRITTEN POLICY STATEMENT PROHIBITING DISCRIMINATION IN ALL PHASES OF EMPLOYMENT. YES () - NO ()

VENDOR PERIODICALLY CONDUCTS A SELF-ANALYSIS OR UTILIZATION ANALYSIS OF ITS WORK FORCE. YES () - NO ()

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER T-NUMBER	42374	VENDOR - GRAYBAR ELECTRIC COMPANY	PAGE 27
<p>VENDOR HAS A SYSTEM FOR DETERMINING IF ITS EMPLOYMENT PRACTICES ARE DISCRIMINATORY AGAINST PROTECTED GROUPS. YES () - NO ()</p> <p>VENDOR HAS A SYSTEM FOR TAKING REASONABLE CORRECTIVE ACTION TO INCLUDE ESTABLISHMENT OF GOAL AND/OR TIMETABLES. YES () - NO ()</p> <p>WHEN AREAS ARE IDENTIFIED IN EMPLOYMENT PRACTICES.</p> <p>*****</p> <p>2. WARRANTY: THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT. AT COUNTY'S SOLE DISCRETION AND OPTION, AND UPON ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR THAT HE DOES NOT MANUFACTURE.</p> <p>WARRANTY SHALL BEGIN UPON DATE OF USING FACILITY'S ACCEPTANCE OF EQUIPMENT.</p> <p>3. APPLICABLE SALES TAX TO BE CHARGED FOR MATERIALS ONLY.</p> <p>4. PARTICIPATING MUNICIPALITIES: THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT. AT COUNTY'S SOLE DISCRETION AND OPTION, AND UPON ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR LOWER. IN NO EVENT SHALL COUNTY BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR.</p> <p>VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY AND/OR U.S. COMMUNITIES TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY AND/OR U.S. COMMUNITIES.</p> <p>5. ALL PRICES ARE F.O.B. DESTINATION</p> <p>6. EQUIPMENT OFFERED MUST BE NEW UNUSED CURRENT MODELS, COVERED BY THE ORIGINAL EQUIPMENT MANUFACTURE WARRENTY.</p> <p>7. PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.</p> <p>8. ORDERING ARE REQUIREMENTS LISTED HEREIN AVAILABLE LOCALLY FOR SMALL QUANTITY EMERGENCY PURCHASE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>STATE LOCATION WHERE PICKUPS CAN BE MADE... 1460 E 4TH STREET, LOS ANGELES, CA 90033 383 S. CHERYL LANE, CITY OF INDUSTRY, CA 91789</p>			

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER : 42374	VENDOR : GRAYBAR ELECTRIC COMPANY		PAGE : 25
<p>800 W. 16TH ST., LONG BEACH, CA 90813 16301 RAYMER ST., VAN NUYS, CA 91406</p> <p>HOURS OF OPERATION FOR ALL LOCATIONS: 7:00 AM - 5:00 PM</p> <p>STATE CONTACT FOR PLACING ORDERS KEVIN STOKER 909-451-4454 OR JEFF TRAYNER 909-451-4453 OR HEATHER ROSS 909-451-4433 TECHNICAL ASSISTANCE THOMAS WILLIAMS 213-798-9322 OR MICHAEL CLARNO 619-921-7016</p> <p>DELIVERY WILL BE MADE IN 24 HOURS FOR STOCK MATERIAL AFTER RECEIPT OF ORDER.</p> <p>CASH DISCOUNT: NONE</p> <p>9 FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDERS:</p> <p>MAIL PURCHASE ORDER TO: GRAYBAR ELECTRIC CO., INC. 383 S. CHERYL LANE CITY OF INDUSTRY, CA 91789 ATTN: KEVIN STOKER</p> <p>TELEPHONE NUMBER: 800-766-7723</p> <p>10 THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.</p> <p>11 FAILURE TO INCLUDE THE PURCHASE ORDER NUMBER ON THE FREIGHT BILL OR PACKING SLIP MAY RESULT IN REFUSAL OF DELIVERY.</p> <p>12 CAL/OSHA - STATEMENT OF COMPLIANCE THE ITEMS SHOWN HEREIN MUST MEET ALL APPLICABLE LOCAL, STATE AND FEDERAL STATUTES, REGULATIONS, CODES, ETC., INCLUDING BUT NOT LIMITED TO CAL/OSHA REQUIREMENTS AS SET FORTH IN THE CALIFORNIA ADMINISTRATIVE CODE, TITLE 8, CHAPTER 4. SUBMISSION OF A BID CONSTITUTES THE REPRESENTATION OF THE VENDOR THAT ALL ITEMS MEET OR EXCEED ALL SUCH APPLICABLE LAWS, STATUTES, CODES, ETC., AND THAT THE DETERMINATION THAT ANY ITEM DOES NOT DO SO SHALL BE GROUNDS, AT THE OPTION OF THE PURCHASING AGENT, TO TERMINATE OR RESCIND THE AGREEMENT, PURCHASE OR LEASE, AND ENTITLE THE COUNTY TO ANY DAMAGES SUFFERED BY REASON THEREOF.</p> <p>THE USE OF BRAND NAMES IN THE REQUEST FOR PROPOSAL IS FOR VENDOR INFORMATION ONLY AND DOES NOT SIGNIFY COMPLIANCE WITH THE ABOVE CODES AND REGULATIONS.</p> <p>13 CAL/OSHA RECOGNIZES UNDERWRITERS' LABORATORIES, INC. (UL), LOS ANGELES CITY TESTING BUREAU AND FACTORY MUTUAL (FM) APPROVALS AS MEETING CAL/OSHA ELECTRICAL REQUIREMENTS.</p> <p>TO PRECLUDE THE POSSIBILITY OF REJECTION FOR NOT MEETING CAL/OSHA ELECTRICAL REQUIREMENTS, BIDDERS SHOULD STATE WHETHER THE EQUIPMENT THEY ARE QUOTING ON HAS BEEN APPROVED BY ANY OF THE ABOVE AGENCIES.</p> <p>***** CONTRACT PRICING IS DISCOUNT OFF PRICE LIST. TERMS</p>			

SPECIAL TERMS AND CONDITIONS

TERM CONTRACT

NUMBER 142374
T. NUMBER

VENDOR: GRAYBAR ELECTRIC COMPANY

PAGE

29

AND CONDITIONS ARE IN ACCORDANCE WITH
SOLICITATION NUMBER 217221.ESTIMATED CONTRACT VALUE: \$775,000
(FOR LOS ANGELES COUNTY)

SPECIAL TERMS AND CONDITIONS		TERM CONTRACT	
NUMBER	: 42374	VENDOR : GRAYBAR ELECTRIC COMPANY	PAGE
T-NUMBER	:		30

CODES AND REGULATIONS.

- 13 CAL/OSHA RECOGNIZES UNDERWRITERS' LABORATORIES, INC. (UL), LOS ANGELES CITY TESTING BUREAU AND FACTORY MUTUAL (FM) APPROVALS AS MEETING CAL/OSHA ELECTRICAL REQUIREMENTS.

TO PRECLUDE THE POSSIBILITY OF REJECTION FOR NOT MEETING CAL/OSHA ELECTRICAL REQUIREMENTS, BIDDERS SHOULD STATE WHETHER THE EQUIPMENT THEY ARE QUOTING ON HAS BEEN APPROVED BY ANY OF THE ABOVE AGENCIES.

 CONTRACT PRICING IS DISCOUNT OFF PRICE LIST. TERMS
 AND CONDITIONS ARE IN ACCORDANCE WITH
 SOLICITATION NUMBER 217221.

ESTIMATED CONTRACT VALUE: \$775,000
 (FOR LOS ANGELES COUNTY)

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 31
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:</p> <p>COUNTY WIDE</p> <p>COMMODITY CODE: 725-59-000000</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM GOVERNMENT RESALE PRICE LIST - ENTIRE PRODUCT LINE FOR THE FOLLOWING:</p> <p>3M TELECOMMUNICATIONS; ADVANCED AMERICAN TELECOM; AFL TELECOM; ALCATEL; ARNCO; AWC ADIRONDACK US FIBER OPTICS; BAUDCOM; BEKAERT; BLONDER TONGUE; BOURNS; (OUTSIDE PLANT PRODUCTS, BONDING); CARLON; CARRIER ACCESS; CEECO; C-ENTERPRISES; CHARLES INDUSTRIES; CIRCA TELECOM; CLAUSS CUTLERY; CONDUX; CONKLIN CORP.; COOPER B-LINE (PATHWAYS AND FRAMING PRODUCTS); COOPER BUSSMAN (GRASSHOPPER FUSES); COOPER CROUSE HINDS CO. (EXPLOSION PROOF TELEPHONES, RINGERS); COPPER MOUNTAIN; CORCOM; CROWE ROPE; CYLIX; DEES COMMUNICATIONS; DITEK; DOLPHIN COMPONENTS; DOMINION LASERCOM; ELECTRIC MOTION COMPANY; ENDOT INDUSTRIES; ENGENIUS TECHNOLOGIES; ERICO, INC.; FIBERTRON; FINISHADAPT, LLC.; FISKARS INDUSTRIAL; GEIST; GENERAL CABLE; GENERAL ELECTRIC CO. (REPLACEMENT INDICATOR LAMPS); GREAT LAKES CASE AND CABINET; GREENLEE TEXTRON; GS METALS; HARDING INSTRUMENTS; HOMACO; IDEAL INDUSTRIES; IMC NETWORKS; INTERMATIC; INTERNATIONAL FIBER SYSTEMS; JACKSON TOOL; JAMESON; JONARD INDUSTRIES; KENTROX; LARUS; LADLOW TEXTILES; MAJOR CUSTOM CABLE; MARCONI COMMUNICATIONS; MARYLAND SPEACILTY WIRE; METALLICS; METRO TEL; MGE UPS SYSTEMS; MINUTEMAN UPS; MITEL; MULTI-TECH; NEC; NEPTCO; NEWTON INSTRUMENTS; NICE SYSTEMS; NITSUKO AMERICA; NORTEL BAY; NORTEL/AASTRA TELECOM; NOYES FIBER SYSTEMS; NVT; OK INDUSTRIES; ONEAC; NEUSES; PARADYNE; POTTER; QUIKTRON; RAD DATA COMM; RAYCHEM; ROANWELL; SALISBURY, W.H. & CO.; SIMPSON ELECTRIC; SL WABER; SOUTHWEST DATA PRODUCTS; SPC TELEQUIP; SPECIFIED TECHNOLOGIES; SUPERIOR ESSEX; SUTTLE; SYMMETRICOM; TECH DATA;</p>	1	EA	N/A	0.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T - NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 32
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	TELEBYTE; TELECT; TELEDEX; TELEHORN; TELENETICS; TELLABS; TELSTRAT; TEMPO; THOMAS & BETTS (DIAMOND COMMUNICATIONS, TELEPHONE INTERCOMS); TII NETWORK TECHNOLOGIES; TONE COMMANDER; TRANSITION NETWORKS; TRIPLETT; TRIPP LITE TT SYSTEMS; TYCO ELECTRONICS/ AMP NETCONNECT; U.S. ROBOTICS; UNIDEN; UNIQUE FIRE STOP; URASEAL; VIKING; VTECH COMM.; WALKER EQUIPMENT; WESTELL; WILCOM; SOUTHWEST DATA; XCI CORP.; XEL COMMUNICATIONS				
00002	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURE'S CURRENT PRICE LIST - ALLIED TELESYS (NETWORK CARDS); PANASONIC (KX-TD CARDS/PROCESSORS, KX-TD DGTL SPR HYBRD PHN)	1	EA		7.00%
00003	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - WIREMOLD CO (ALL)	1	EA		8.00%
00004	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ALLIED TELESYN (ACCESSORIES)	1	EA		9.00%
00005	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (EL/TL ADPT - NON-ASP ITEMS); PANASONIC (2&4 PT VC PROCESS SYSTEM, 30810 & 60610 CARDS/PROCESSORS/PHONES, KT-TA625 CARDS/PROCESSORS/PHONES, VIDEO TELECOMFERENCE MONITORS/CAMERA, CODECS/ACCESS)	1	EA		12.00%
00006	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ALLIED TELESYN (10/1000MB SWITCHES)	1	EA		13.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 33
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00007	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - AT&T (ANSWERING MACHINES, CORDED PHONES); BELDEN WIRE & CABLE (ARMORED RISER CABLE, NETWORK COAX RG59); EXXEX WIRE & CABLE (COAX ITEMS)	1	EA		16.00%
00008	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADC TELCOMMUNICATIONS (DISTRIBUTION FRAMS); PANASONIC (DIGITAL, SL & ML CORDLESS AND CORDED PHONES - CURRENT)	1	EA		17.00%
00009	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (EL/TL ADAPT - ASP ITEMS); ALLIED TELESYN (LAN EDGE); FLUKE (ALL)	1	EA		18.00%
00010	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - GAITRONICS (ALL OTHER)	1	EA		20.00%
00011	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ALLIED TELESYN (FH 10/100MB HUB); FIBER OPTIC, INC. (ALL); ITW LINX (ALL);	1	EA		21.00%
00012	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (ADVANCED SYS - NON-ASP ITEMS); ALLIED TELESYN (WIRELESS); AT&T (ACCESSORIES); BELDEN WIRE & CABLE (OSP CABLE-URS); CORTELCO (ALL ODYSSEY PRODUCTS, ARIES DIGITAL KEY SYSTEM; COLLEAGUE FEATURE PHONES; PATRIOT FEATURE PHONES); NORDX WIRE & CABLE (ABAM CABLE)	1	EA		22.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 34
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00013	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - COMMAND COMMUNICATIONS (ALL)	1	EA		23.00%
00014	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADC TELECOMMUNICATIONS (DSX 3/4 PRODUCTS); GAITRONICS (EZ PAGE INTERCOMS)	1	EA		24.00%
00015	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (ADVANCED SYS -ASP ITEMS); ADC TELCOMMUNICATIONS (LAN PRODUCTS); AT&T (ISDN TERMINALS; BELDEN WIRE & CABLE (STD MULTIMODE F/O CABLES); BERK-TEK WIRE & CABLE (GIGALITE CABLE, STD MULTIMODE F/O CABLES); ESSEX WIRE & CABLE (HYBRID M/S F/O CABLES, STD MULTIMODE O/P F/O CBL); NORDX WIRE & CABLE (MULTIMODE F/O CABLE); PANASONIC (ANALOG, CORDLESS PHONES - CURRENT, CORDLESS PHONE ACCESSORIES.); PANDUIT (FIBER RUNNER FITTINGS)	1	EA		25.00%
00016	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - AIPHONE (ALL); JACKMOON USA, INC. (ALL)	1	EA		26.00%
00017	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (ENTERPRS SYS - NON-ASP ITEMS); ALLIED TELESYN (MANAGED HUBS); LYNN ELECTRONICS (ALL OTHER); MOHAWK WIRE & CABLE (MULTIMODE F/O CABLE)	1	EA		27.00%
00018	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - PANDUIT (PAN-WAY PRODUCTS)	1	EA		28.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 35
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00019	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (7700 CAT J GOLD, ROUTER 5000 CAT J) ALLIED TELESYN (ROUTERS); BERK-TEK WIRE & CABLE (PATCH CORDAGE)	1	EA		29.00%
00020	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (MODULES - NON-ASP ITEMS); ALLIED TELESYN (MEDIA CONV/TRANS/ UMG HUB)	1	EA		30.00%
00021	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - OPTICAL CABLE CORPORATION (ALL)	1	EA		32.00%
00022	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - 3 COM (ENTERPRS SYS - ASP ITEMS); MULTI-LINK (ALL)	1	EA		34.00%
00023	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADC TELECOMMUNICATIONS (ALL OTHER); ADIRONDAK WIRE & CABLE (CAT 5E PATCH CORDS, FIBER OPTIC PATCH CORDS); AGILENT TECHNOLOGIES (ALL); ALLEN-TEL (ALL) ALPHA TECHNOLOGIES (ALL); ALPHA WIRE (ALL); AMERICAN POWER CONVERSION (ALL); AMP (ALL); AT&T (ALL OTHERS); AVAYA COMMUNICAITONS (ALL); BELDEN WIRE & CABLE (BELL SPEC CABLE, CAT 1, 2, 3 4/25/100 PAIR - PLENUM & NON-PLENUM, CAT 5 & 6 PLENUM & NON PLENUM, CNTRL OFFICE, EXCHANGE CABLE, GROUND WIRE); BER-TEK WIRE & CABLE (ALL OTHERS); B-LINE TELECOM (ALL); CABLOFIL INC. (ALL); CHATSWORTH (ALL); COMDIAL (ALL);	1	EA		35.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 36
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	COMMSCOPE (ALL); CORNING CABLE SYSTEMS (ALL); CORTELCO (ALL OTHERS); ESSEX WIRE & CABLE (ALL OTHERS); GAITRONICS (SMART PHONES); GENERAL MACHINE PRODUCTS (ALL); GN NETSOM (ALL); HARRIS DRACON (ALL); HUBBELL PREMISE (ALL); LEVITON TELCOM (ALL); LUCENT TECHNOLOGIES (ALL); MAG INSTRUMENT (ALL); MICROTEST (ALL); MOHAWK WIRE & CABLE (ALL OTHERS); NORDX WIRE & CABLE (ALL OTHERS); ORTRONICS (ALL); PANAMAX (ALL); PANASONIC (ALL OTHERS); PANDUIT (ALL OTHERS); PLANTRONICS (ALL OTHERS); PLATT LUGGAGE (ALL); POLYCOM (ALL); SIECOR (ALL); SIEMON (ALL); SYSTIMAX (ALL); VALCOM (ALL); VODAVI (ALL)				
00024	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTUER'S CURRENT PRICE LIST - 3 COM (MODULES - ASP ITEMS)	1	EA		36.00%
00025	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADIRONDAK WIRE & CABLE (CAT 3/4/5 CORDS CORDAGE)	1	EA		37.00%
00026	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - AT&T (FITEL CABLE PRODUCTS); BELDEN WIRE & CABLE (ALL OTHERS)	1	EA		38.00%
00027	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - CORTELCO (COMDIAL SGL LINE SETS)	1	EA		39.00%
00028	COMMODITY CODE: 725-59-000000 TELECOMMUNICATION SUPPLIES AND	1	EA		41.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 37
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00029	ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADIRONDAK WIRE & CABLE (12 PORT WALL MNT ENCLSR, CAT 5 PATCH CORDS, MODULAR LINE CORDS); PLANTRONICS (CLARITY PRODUCTS) COMMODITY CODE: 725-59-000000	1	EA		42.00%
00030	TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - CORTELCO (COMPASS) COMMODITY CODE: 725-59-000000	1	EA		47.00%
00031	TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - PLANTRONICS (MOBILE HEADSET & ADPTRS) COMMODITY CODE: 725-59-000000	1	EA		48.00%
00032	TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADIRONDAK WIRE & CABLE (OTHER UTP PATCH CORDS, SNGL % MULTIMODE FIB JUMPERS); LYNN ELECTRONICS (CORDS) COMMODITY CODE: 725-59-000000	1	EA		54.00%
00033	TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - PLANTRONICS (SPARES & ACCESSORIES) COMMODITY CODE: 725-59-000000	1	EA		61.00%
00034	TELECOMMUNICATION SUPPLIES AND ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - ADIRONDAK WIRE & CABLE (COILED HANDSET CORDS); CORTELCO (IDSN SETS) COMMODITY CODE: 725-59-000000	1	EA		67.00%
00035	TELECOMMUNICATION SUPPLIES AND COMMODITY CODE: 725-59-000000	1	EA	N/A	0.00%

PRICE SHEET		TERM CONTRACT			
NUMBER : 42374 T-NUMBER :		VENDOR : GRAYBAR ELECTRIC COMPANY			PAGE 38
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00036	<p>ACCESSORIES - DISCOUNT FROM MANUFACTURER'S CURRENT PRICE LIST - CISCO SYSTEMS INC. (ALL); MOTOROLA (ALL)</p> <p>*****</p> <p>LINE 35 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY.</p> <p>*****</p> <p>COMMODITY CODE: 725-59-000000</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES (OTHER SECURITY) - DISCOUNT AND MANUFACTURER AS INDICATED ON ATTACHMENT A-2</p> <p>*****</p> <p>LINE #36 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY</p> <p>*****</p>	1	EA	N/A	0.00%

Contract #42374

Term: Jan 1, 2005 - Dec. 31, 2007

Telecommunications Supplies and Accessories
(Other Security)

Attachment A-2

Manufacturer Name	Product Line	Price List	% Discount Offered to County
Altronix	All	Government Resale Price	0%
American Fibertek	All	Government Resale Price	0%
Ditek (Diversified Technology Grp)	All	Government Resale Price	0%
Keyscan	All	List Price	42%
Network Video Technologies, Inc.	All	Government Resale Price	0%
Nitek (Northern Info Technology)	All	Government Resale Price	0%
Panasonic (CCTV)	All	List Price	27%
Pelco	All	List Price	29%
Rutherford Controls	All	Government Resale Price	0%
Talk-A-Phone	All	Government Resale Price	0%
Sensaphone	All	List Price	35%
Potter Electric/Amseco	All	Government Resale Price	0%
Wheelock	All	Government Resale Price	0%

Excluded from Los Angeles County Contract
(National Purchase Only)